

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE YAHOO! INC. SECURITIES
LITIGATION

Case Nos. 17-CV-00373-LHK,
17-CV-01525-LHK

JUDGMENT

The Court hereby enters final judgment. Pursuant to this Final Judgment:

1. Except with respect to individual claims by persons who have requested exclusion from the Settlement Class (listed in ECF No. 113-1), all of the claims asserted in the Second Amended Complaint or the Action against the Defendants are hereby dismissed with prejudice.

2. Plaintiffs and Defendants are directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

3. Without affecting the finality of the Court's judgment, exclusive jurisdiction is hereby retained over the Settling Parties for all matters relating to the Action, including the administration, interpretation, effectuation or enforcement of the Stipulation, or Settlement, and

1 the Order of Final Approval, and including any application for fees and expenses incurred in
2 connection with administering and distributing the Settlement proceeds to the Settlement Class
3 Members.

4 4. Any order approving or modifying the Plan of Allocation, Co-Lead Counsel's
5 application or award of attorneys' fees and expenses, or Plaintiffs' application or award for
6 payment of reasonable costs and expenses, shall be separate from, and shall not in any way
7 disturb or affect, the finality of this Judgment, the Stipulation, or the Settlement contained
8 therein, nor any act performed or document executed pursuant to or in furtherance of the
9 Stipulation or the Settlement.
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11 5. In the event that the Settlement does not become Final and effective in accordance
12 with the terms and conditions set forth in the Stipulation, then this Judgment shall be vacated,
13 rendered null and void and be of no further force and effect, except as otherwise provided by the
14 Stipulation, and this Judgment shall be without prejudice to the rights of the Settling Parties, and
15 the Settling Parties shall be deemed to have reverted nunc pro tunc to their respective status prior
16 to the execution of the MOU, and the Settling Parties shall proceed in all respects as if the MOU
17 and the Stipulation had not been executed and the related orders had not been entered, without
18 prejudice in any way from the negotiation, fact, or terms of the Settlement, and preserving all of
19 their respective claims and defenses in the Action, and shall revert to their respective positions in
20 the Action. In such circumstances, the parties shall thereafter work together to arrive at a
21 mutually agreeable schedule for resuming litigation of the Action.
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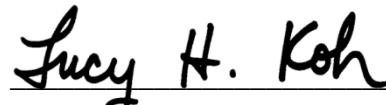
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24 6. In the event the Judgment does not become Final or the Settlement is terminated in
25 accordance with the terms and conditions set forth in the Stipulation, within ten (10) business
26 days of entry of the order rendering the Settlement and Judgment non-Final or notice of the
27 Settlement being terminated, all monies then held in the Escrow Account, including interest
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1 earned but less any costs or expenses properly incurred as set forth herein, shall be returned to the
2 Defendants. Plaintiffs and the Settlement Class Members shall have no responsibility for the
3 return of such consideration.

4 7. The Clerk shall close the files.

5 **IT IS SO ORDERED.**

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8 Dated: September 7, 2018



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10 LUCY H. KOH
United States District Judge

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United States District Court
Northern District of California